

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Alyssa Michelle Schulz
Ryan Frank SchulzCase No. **23-50278**CHAPTER 13 PLAN ☒ ModifiedDated: **December 17, 2024**

Debtor.

In a joint case, debtor means debtors in this plan.

Part 1. NOTICE OF NONSTANDARD PLAN PROVISIONS, SECURED CLAIM LIMITATIONS, AND LIEN OR SECURITY INTEREST AVOIDANCE: Debtor must check the appropriate boxes below to state whether or not the plan includes each of the following items:

1.1	A limit on the amount of a secured claim based on a valuation of the collateral for the claim, set out in Parts 9 or 16	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
1.2	Avoidance of a security interest or lien, set out in Part 16	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
1.3	Nonstandard provisions, set out in Part 16	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included

Part 2. DEBTOR'S PAYMENTS TO TRUSTEE: The initial plan payment is due not later than 30 days after the order for relief, unless the court orders otherwise.2.1 As of the date of this plan, the debtor has paid the trustee \$ **6,940.00** .

2.2 After the date of this plan, the debtor will pay the trustee:

Plan payment	Start MM/YYYY	End MM/YYYY	Total
\$750.00	01/2025 (42 months)	06/2028	\$31,500.00
TOTAL:			\$31,500.00

2.3 The minimum plan length is ☒ 36 months or ☐ 60 months from the date of the initial plan payment unless all allowed claims are paid in a shorter time.2.4 The debtor will also pay the trustee **NONE** .2.5 The debtor will pay the trustee a total of \$ **38,440.00** [lines 2.1 + 2.2 + 2.4]**Part 3. PAYMENTS BY TRUSTEE AND TRUSTEE'S FEES:** Prior to confirmation of the plan, the trustee will pay from available funds payments designated as Adequate Protection ("Adq. Pro.") under Parts 8 and 9 to creditors with claims secured by personal property. All other funds will be disbursed by the trustee following confirmation of the plan as soon as is practicable. The trustee will pay from available funds only to creditors for which proofs of claim have been filed. The trustee is not required to retain funds for any claim for which a proof of claim has not been timely filed and may disburse those funds to other claimants. The trustee may collect a fee of up to 10% of plan payments, or \$ **3,844.00** [line 2.5 x .10]**Part 4. EXECUTORY CONTRACTS AND UNEXPIRED LEASES [§ 365]** — The debtor assumes the following executory contracts or unexpired leases. Debtor will pay directly to creditors all payments that come due after the date the petition was filed. Cure provisions, if any, are set forth in Part 7.

	Creditor	Description of Property
4.1	LeMieux Properties, LLC	Month to Month Residential Lease
4.2	Storage Rentals of America	Storage Unit
4.3	T-Mobile	Cell Phone Contract

Part 5. CLAIMS NOT IN DEFAULT — Payments on the following claims are current. The debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens, if any.

	Creditor	Description of Property
5.1	Matco Tools	Tools of Trade, Specialty Tools
5.2	Snap-on Credit	Tools of Trade, Specialty Tools

Part 6. HOME MORTGAGES IN DEFAULT (§§ 1322(b)(5) and 1322(e)) — The trustee will pay the amount of default listed in the proof of claim on the following claims secured only by a security interest in real property that is the debtor's principal residence. The debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens. **All following entries are estimates.**

	Creditor	Amount of default	Monthly payment	Beginning in #mo./yr.	# of payments	Remaining Payments	+ amount paid to date by Trustee (mod plan only)	Total payments
	-NONE-							
TOTAL								\$0.00

Part 7. CLAIMS IN DEFAULT (§§ 1322 (b)(3) and (5) and 1322(e)): The trustee will pay the amount of default listed in the proof of claim in the amount allowed on the following claims. The debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens, if any. **All following entries are estimates, except for interest rate.**

	Creditor	Amount of default	Interest rate (if any)	Beginning in mo.yr	Monthly Payments	# of payments	Remaining Payments	+ amount paid to date by Trustee (mod plan only)	= Total payments
7.1	Lemieux Properties	\$2,360.00	0.00%	01/2025	\$81.94	12	\$983.24	\$1,376.76	\$2,360.00
TOTAL								\$2,360.00	

Part 8. SECURED CLAIMS SUBJECT TO MODIFICATION (“CRAMDOW”) PURSUANT TO § 506 (§ 1325(a)(5)) The trustee will pay, the amount set forth in the “Total Payments” column below on the following secured claims if a proof of claim is filed and allowed. Notwithstanding a creditor’s proof of claim filed before or after confirmation, the amount listed in the secured claim amount column binds the creditor pursuant to 11 U.S.C. § 1327 and confirmation of the plan is a determination of the creditor’s allowed secured claim. For secured claims of governmental units, unless otherwise ordered by the court, the value of a secured claim listed in a proof of claim filed in accordance with FRBP 3012(c) controls over any contrary amount. Unless otherwise specified in Part 16, the creditors listed in this Part retain the liens securing their allowed secured claims to the extent provided under 11 U.S.C. § 1325(a)(5)(B)(i). Any allowed unsecured portion of the claim will be paid under Part 12, Part 13, or Part 14.

	Creditor	Est. Claim amount	Secured claim amount	Int. Rate	Adq. Pro. (Check)	Begin-ni ng in mo./yr.	Monthly payment	# of Payments	Remaining payments	+amount paid to date by Trustee (mod plan only)	= Total payments
8.1	OneMain Financial	\$12,588.00	\$500.00	8.50	<input type="checkbox"/>					\$615.48	\$615.48
						n/a	n/a	n/a	\$0.00		
TOTAL											\$615.48

Part 9. SECURED CLAIMS EXCLUDED FROM § 506 AND NOT SUBJECT TO MODIFICATION (“CRAMDOW”) (§ 1325(a)) (910 vehicles and other things of value)(allowed secured claim controls over any contrary amount): The trustee will pay the amount of the allowed secured claim listed in the proof of claim at the interest rate set forth below. Any allowed unsecured portion of the claim will be paid under Part 12, Part 13, or Part 14. All following entries are estimates, except for interest rate. Unless otherwise specified in Part 16, the creditors listed in this Part retain the liens securing their allowed secured claims to the extent provided under 11 U.S.C. § 1325(a)(5)(B)(i).

	Creditor	Est. Secured Claim amount	Int. rate	Adq. Pro. (Check)	Beginning in mo./yr.	Monthly payment	# of Payments	Remaining payments	+amount paid to date by Trustee (mod plan only)	Total payments
9.1	Capital One Auto Finance	\$10,078.48	9.50	<input checked="" type="checkbox"/>					\$2,110.80	\$12,700.00
					01/2025	\$1252.12	42	\$10,589.20		
TOTAL										\$12,700.00

Part 10. PRIORITY CLAIMS (not including claims under Part 11): The trustee will pay in full all claims entitled to priority under § 507(a)(2) through (a)(10), including the following. **The amounts listed are estimates.** The trustee will pay the allowed portion of the priority amount listed in the proof of claim.

	Creditor	Claim Amount	Beginning in mo.yr.	Monthly payment	# of payments	Remaining payments	+amount paid to date by Trustee (mod plan only)	=Total payments
10.1	Attorney Fees (Post)	\$800.00	07/2025	\$266.67	3	\$800.00	\$0.00	\$800.00
10.2	Attorney Fees	\$3,085.56	01/2025	\$330.00	6	\$1,980.26	\$1,105.30	\$3,085.56
10.3	Internal Revenue Service	\$12,483.36	01/2025	Pro Rata	Pro Rata	\$11,503.60	\$979.76	\$12,483.36
10.4	MN Dept of Revenue	\$1,534.55	01/2025	Pro Rata	Pro Rata	\$1,413.51	\$121.04	\$1,534.55
TOTAL								\$17,903.47

Part 11. DOMESTIC SUPPORT OBLIGATION CLAIMS: The trustee will pay in full all domestic support obligation claims entitled to priority under § 507(a)(1), including the following. **The amounts listed are estimates.** The trustee will pay the allowed portion of the priority amount listed in the proof of claim.

	Creditor	Claim amount	Beginning in mo./yr.	Monthly payment	# of payments	Remaining payments	+ amount paid to date by Trustee (mod plan only)	=Total payments
	-NONE-							
TOTAL								\$0.00

Part 12. SEPARATE CLASSES OF UNSECURED CLAIMS — In addition to the class of unsecured claims specified in Part 13, there shall be separate classes of non-priority unsecured creditors including the following. The trustee will pay the allowed portion of the nonpriority amount listed in the proof of claim. **All following entries are estimates.**

	Creditor	Undersecured claim amount	Interest Rate (if any)	Beginning in mo./yr.	Monthly Payment	# of Payments	Remaining payments	+ amount paid to date by Trustee (mod plan only)	= Total payments
	-NONE-								
TOTAL									\$0.00

Part 13. TIMELY FILED UNSECURED CLAIMS — The trustee will pay holders of allowed non-priority unsecured claims for which proofs of claim were timely filed the balance of all payments received by the trustee and not paid under Parts 3, 6, 7, 8, 9, 10, 11, and 12 their pro rata share of approximately \$ 1,017.05 [line 2.5 minus totals in Parts 3, 6, 7, 8, 9, 10, 11, and 12].

13.1 The debtor estimates that the total unsecured claims held by creditors listed in Part 8 and 9 are \$ 12,088.00 .

13.2 The debtor estimates that the debtor's total unsecured claims (excluding those in Part 8 and 9) are \$ 48,004.00 .

13.3 Total estimated unsecured claims are \$ 60,092.00 [lines 13.1 + 13.2].

Part 14. TARDILY-FILED UNSECURED CREDITORS — All money paid by the debtor to the trustee under Part 2, but not distributed by the trustee under Parts 3, 6, 7, 8, 9, 10, 11, 12, and 13, will be paid to holders of allowed nonpriority unsecured claims for which proofs of claim were tardily filed. Tardily filed claims remain subject to objection pursuant to 11 U.S.C. §502(b)(9).

Part 15. SURRENDER OF COLLATERAL AND REQUEST FOR TERMINATION OF STAY: The debtor has surrendered or will surrender the following property to the creditor. The debtor requests that the stays under §§ 362(a) and §§ 1301(a) be terminated as to the surrendered collateral upon confirmation of the plan.

	Creditor	Description of Property (including complete legal description of real property)
	-NONE-	

Part 16. NONSTANDARD PROVISIONS: The Trustee may distribute additional sums not expressly provided for herein at the trustee's discretion. Any nonstandard provisions, as defined in FRBP 3015(c), must be in this Part. Any nonstandard provision placed elsewhere in the plan is void. Any

request by the debtor to modify a claim secured only by a security interest in real property that is the debtor's principal residence must be listed in this Part and the debtor must bring a motion to determine the value of the secured claim pursuant to Local Rule 3012-1(a).

16.1	<p>A proof of claim may be filed by the Internal Revenue Service (IRS) for a claim against the debtors for taxes that become payable to the IRS post-petition, limited to only the tax year for which the bankruptcy case was filed. The trustee shall pay such claim as submitted as funds are available pursuant to 11 U.S.C. Statute 1305.</p> <p>The debtor shall send the Trustee each year during the Chapter 13 Plan, copies of his/her federal and state income tax returns at the time they are filed. If the debtor receives a refund from the federal taxing agency but owes the state taxing agency (or vice-versa), the debtor will net the two out and pay the trustee the amount over \$1,200 for a single filer, or \$11,184 for a joint filer (not including any Earned Income Credit or Working Family Credit). Any additional amounts shall be turned over to the Chapter 13 trustee as additional plan payments.</p> <p>APPROVAL NOT REQUIRED TO INCUR POST PETITION DEBT. Approval by the bankruptcy court, or Chapter 13 trustee, shall not be required prior to debtor incurring ordinary consumer debt while this case is pending. Letters of approval will not be provided by the Chapter 13 trustee and one is not needed for debtor to incur post-petition ordinary consumer debt in Minnesota. All parties in interest retain all rights regarding the treatment of this debt in future modified plans and motions to confirm such plans.</p> <p>Upon the granting of relief from the automatic stay, the trustee shall cease payments on account of the secured portion of the applicable claim. For any claim arising from the granting of relief from the automatic stay, surrender, foreclosure, repossession, or return of any collateral to any creditor listed in Parts 5, 6, 7, 8, 9, 10, and 16 or Non-standard provisions, for any reason, including plan modification, the trustee shall pay such claim as a general unsecured claim upon amendment of the applicable claim. Any alleged balance of any claim to such creditor shall be discharged upon the debtors receiving a discharge in this case.</p> <p>All secured creditors being paid direct (outside the Chapter 13 plan) on the plan may, upon confirmation of the plan, send debtor monthly statements and are authorized to speak to debtor about post-petition payments.</p>
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SUMMARY OF PAYMENTS:

Class of Payment		Amount to be paid
Payments by trustee [Part 3]	\$	3,844.00
Home mortgages in default [Part 6]	\$	0.00
Claims in Default [Part 7]	\$	2,360.00
Secured claims subject to modification (cramdown) pursuant to § 506 [Part 8]	\$	615.48
Secured claims excluded from § 506 [Part 9]	\$	12,700.00
Priority Claims [Part 10]	\$	17,903.47
Domestic support obligation claims [Part 11]	\$	0.00
Separate classes of unsecured claims [Part 12]	\$	0.00
Timely filed unsecured claims [Part 13]	\$	1,017.05
TOTAL (must equal line 2.5)	\$	38,440.00

Certification regarding nonstandard provisions:

I certify that this plan contains no nonstandard provision except as placed in Part 16.

Signed: **/s/ Amanda M. Rosback**
Amanda M. Rosback 0399772
 Attorney for debtor

Signed: **/s/ Alyssa Michelle Schulz**
Alyssa Michelle Schulz
 Debtor 1

Signed: **/s/ Ryan Frank Schulz**
Ryan Frank Schulz
 Debtor 2 (if joint case)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:	Case No. 23-50278
Alyssa Michelle Schulz	Chapter 13
Ryan Frank Schulz	
Debtor(s)	

DECLARATION OF MAILING CERTIFICATE OF SERVICE

On 12/17/2024, I did cause a copy of the following document(s), described below:

Modified Ch 13 Plan, Notice of Confirmation Hearing, and Amended Schedules

to be served for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

I caused these documents to be served by utilizing the services of Stretto, an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to Fed.R. Bankr.P. 9001(9) and 2002(g)(4). A copy of the declaration of service is attached hereto and incorporated as if fully set forth herein. Said mailing matrix was downloaded from the District of Minnesota Bankruptcy Court's official court matrix on 12/17/2024.

Parties who are participants in the Courts Electronic Noticing System ("NEF"), if any, were denoted as having been served electronically with the documents described herein per the ECF/PACER system.

DATED: 12/17/2024

/s/ Amanda M. Rosback
Amanda M. Rosback
Bar No. 0399772
LifeBack Law Firm, PA
13 7th Avenue South
Saint Cloud MN 56301-0000
320-252-0330
amanda@lifebacklaw.com

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:	Case No. 23-50278
Alyssa Michelle Schulz	Chapter 13
Ryan Frank Schulz	
Debtor(s)	

CERTIFICATE OF SERVICE DECLARATION OF MAILING

On 12/17/2024, I did cause a copy of the following document(s), described below:

Modified Ch 13 Plan, Notice of Confirmation Hearing, and Amended Schedules

were deposited for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document (s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

DATED: 12/17/2024



Melissa Membrino
c/o Stretto
410 Exchange Ste 100
Irvine, CA 92602
(949) 222-1212
declaration@stretto.com

I certify that on 12/17/2024, I caused a copy of the Modified Ch 13 Plan, Notice of Confirmation Hearing and Amended Schedules to be served by First Class United States Mail service, with adequate postage to ensure delivery to:

EXHIBIT

LVNV Funding LLC		c/o Resurgent Capital Services	PO Box 10587	Greenville SC 29603-0587
Minnesota Department of Revenue		Bankruptcy Section	PO Box 64447	St Paul MN 55164-0447
United States Attorney		600 US Courthouse	300 S 4th St	Minneapolis MN 55415-3070
Best Egg		1523 Concord Pike	Suite 201	Wilmington DE 19803-3656
Brainerd Eye Care		506 Laurel Street		Brainerd MN 56401-3526
Brandon S. Lefkowitz		29777 Telegraph Road, Suite 2440		Southfield MI 48034-7667
Broadway Chiropractic Center		111 East Broadway		Little Falls MN 56345-3038
CC Bank		PO Box 36454		Cincinnati OH 45236-0454
CHI St Gabriel's Health		2653 Solution Center		Chicago IL 60677-2006
CAINE & WEINER COMPANY		12005 FORD ROAD 300		DALLAS TX 75234-7262
Capital One		Attn: Bankruptcy	Po Box 30285	Salt Lake City UT 84130-0285
Capital One Auto Finance		Attn: Bankruptcy	7933 Preston Rd	Plano TX 75024-2302
Capital One Auto Finance, a division of		AIS Portfolio Services, LLC	4515 N Santa Fe Ave. Dept. APS	Oklahoma City OK 73118-7901
Capital One Auto Finance, a division of Capi		P.O. Box 4360		Houston TX 77210-4360
Capital One N.A.		by American InfoSource as agent	PO Box 71083	Charlotte NC 28272-1083
CENTERPOINT ENERGY		PO BOX 1700		HOUSTON TX 77251-1700
Centracare		1406 6th Ave N		Saint Cloud MN 56303-1901
Check 'n Go		Attn: Bankruptcy	Po Box 14283	Cincinnati OH 45250-0283
City of Pierz		PO BOX 367		Pierz MN 56364-0367
Collection Bureau Of Little Falls		Po Box 246		Little Falls MN 56345-0246
Credit Acceptance		Attn: Bankruptcy	25505 West 12 Mile Road Ste 3000	Southfield MI 48034-8331
CREDITNINJA		27 N WACKER DRIVE	SUITE 404	CHICAGO IL 60606-2800
Cybrcollect, Inc		Po Box 1145		La Crosse WI 54602-1145
DM Motors		2621 Divison Street		Saint Cloud MN 56301-3836
Essentia Care		1406 6th Ave N		Saint Cloud MN 56303-1900
Essentia Health		PO Box 1123		Minneapolis MN 55440-1123
Exeter Finance LLC		AIS Portfolio Services, LLC	4515 N Santa Fe Ave. Dept. APS	Oklahoma City OK 73118-7901
Exeter Finance LLC		Attn: Bankruptcy	Po Box 166008	Irving TX 75016-6008
First Electronic Bank		c/o Opportunity Financial, LLC	130 E. Randolph Street, Suite 3400	Chicago IL 60601-6379
IC Systems, Inc		Attn: Bankruptcy	Po Box 64378	St. Paul MN 55164-0378
IC Systems, Inc		Po Box 64378		Saint Paul MN 55164-0378
Internal Revenue Service		Centralized Insolvency	PO Box 7346	Philadelphia PA 19101-7346
Joshua Sumner		SSA, OGC - Office of Program Lit - Bankr	6401 Security Boulevard	Baltimore MD 21235-0001
Kohls/Capital One		Attn: Credit Administrator	Po Box 3043	Milwaukee WI 53201-3043

LVNV Funding LLC		Resurgent Capital Services	PO Box 10587	Greenville SC 29603-0587
LeMieux Properties, LLC		13570 Grove Drive, #357		Maple Grove MN 55311-4400
LeMieux Properties, LLC		4100 Parklawn Ave S #215		Minneapolis MN 55435-4695
M Health Fairview		PO BOX 199		Minneapolis MN 55440-0199
MN Dept of Revenue		Attn: Denise Jones	PO Box 64447	Saint Paul MN 55164-0447
Matco Tools		Attn: Bankruptcy	4403 Allen Rd	Stow OH 44224-1096
Medicare Premium Coll. Center		PO BOX 790355		Saint Louis MO 63179-0355
Midland Credit Management, Inc.		PO Box 2037		Warren MI 48090-2037
Midland Funding, LLC		Attn: Bankruptcy	Po Box 939069	San Diego CA 92193-9069
Midwest Out		23645 Clubhouse Dr		Rapid City SD 57702-7360
Minnesota Power		PO Box 77065		Minneapolis MN 55480-7765
Minnesota Revenue		PO Box 64447-BKY		St Paul MN 55164-0447
Northland Smiles Little Falls		PO Box 366		Little Falls MN 56345-0366
Nothern Pines Mental Health		PO Box 367		Little Falls MN 56345-0367
Nystrom & Associates		1900 Silver Lake Road NW Suite		New Brighton MN 55112-1786
OneMain Financial		Attn: Bankruptcy	Po Box 3251	Evansville IN 47731-3251
Opploans/feb		Attn: Bankruptcy Dept	130 East Randolph Street Suite 3400	Chicago IL 60601-6379
Payday America Inc		8650 Lyndale Ave S		Bloomington MN 55420-2736
Pine Country Bank		PO Box 528		Little Falls MN 56345-0528
Pinnacle Credit Services, LLC		Resurgent Capital Services	PO Box 10587	Greenville SC 29603-0587
Quantum3 Group LLC as agent for		Catholic Health Initiatives	PO Box 788	Kirkland WA 98083-0788
RMP Services LLC		PO Box 630844		Cincinnati OH 45263-0844
Range Credit Bureau		PO Box 706		Hibbing MN 55746-0706
Resurgent Capital Services as servicing agen		Resurgent Capital Services	PO Box 10587	Greenville SC 29603-0587
S&P Loan Co		600 N Park Ave		Park Rapids MN 56470-1160
Scolopax, LLC		c/o Weinstein & Riley, PS	2001 Western Avenue, Suite 400	Seattle WA 98121-3132
Sellnow Law Office PA		229 Central Ave		Long Prairie MN 56347-1337
SNAP ON CREDIT		950 TECHNOLOGY WAY	SUITE 301	LIBERTYVILLE IL 60048-5339
Social Security Administration		SSA, OGC - Office of Program Lit - Bankr	6401 Security Boulevard	Baltimore MD 21235-0001
Social Security Office		3800 Veterans Drive Suite 100		Saint Cloud MN 56303-3070
St. Cloud Orthopedic Assoc,LTD		1555 Northway Drive		Saint Cloud MN 56303-1258
STATE COLLECTION SERVICE INC		2509 S STOUGHTON RD		MADISON WI 53716-3314
T Mobile/T-Mobile USA Inc		by American InfoSource as agent	PO Box 248848	Oklahoma City OK 73124-8848
T MOBILE		C O AMERICAN INFOSOURCE LP	4515 N SANTA FE AVE	OKLAHOMA CITY OK 73118-7901
The Huntington National Bank		PO Box 89424		Cleveland OH 44101-6424
Verizon		by American InfoSource as agent	PO Box 4457	Houston TX 77210-4457
Verizon Wireless		Attn: Bankruptcy	500 Technology Dr, Ste 599	Weldon Springs MO 63304-2225
Alyssa Michelle Schulz		600 Lindberg Drive North West Trailer C4		Little Falls MN 56345-1263
Amanda M. Rosback		LifeBack Law Firm, PA	13 -7th Avenue South	Saint Cloud MN 56301-4259
Kyle Carlson		Chapter 13 Trustee	PO Box 519	Barnesville MN 56514-0519

Ryan Frank Schulz			600 Lindberg Drive North West Trailer C4		Little Falls MN 56345-1263
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